



CITY OF SAN DIEGO

PURCHASING DIVISION
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

Bid No. 6096-03-B

REQUEST FOR BID

**Bid Opening Date: May 2, 2003
@ 2:30 p.m.**

Subject: Furnish the City of San Diego with **SECURITY GUARD SERVICES AT SEWER PUMP STATION 77**, as may be required for a period of two (2) years from date of award, with options to renew for three (3) additional one (1) year periods, in accordance with the attached specifications.

LICENSE REQUIRED – PRIVATE PATROL OPERATORS LICENSE

NOTE: MANDATORY PRE-BID CONFERENCE AND SITE INSPECTION – SEE PAGE 5 FOR DETAILS

Company _____	Name _____ [PRINT OR TYPE]
Federal Tax I.D. No. _____	Signature* _____
Street Address _____	Title _____
City _____	Date _____
State _____ Zip Code _____	
Tel. No. _____ Fax No. _____	<i>*Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.</i>
E-Mail _____	

This cover page must be completed and submitted as part of your bid.

If your firm is not located in California, are you authorized to collect California sales tax? ☐ YES ☐ NO

If YES, under what Permit # _____

NOTE: The City of San Diego is subject to State Sales and Use Tax, but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. Do not include Federal Excise or Sales Tax in your Bid.

If you are a Vendor located in the City of San Diego, a 1% sales tax refund to the City will be considered in evaluation of your bid.

Cash discount terms _____% _____ days.
[Terms of less than 20 days will be considered as Net 30 for bid evaluation purposes.]

State delivery time required: _____ days after receipt of order.

The following addenda are acknowledged and incorporated in this submittal: _____

FOR FURTHER INFORMATION CONCERNING THIS BID

TERRELL BREAU/keo, Procurement Specialist

Phone: (619) 533-4507 Facsimile: (619) 236-5904

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I. PRICING PAGE

Est. Qty.	U/M	Description	Hourly Rate	Total Annual Cost
4,370	HR	Security Guard Services	\$	\$

PRICING

All costs associated with providing the service required, as specified within this document, shall be included in the hourly rate bid.

II. TERMS AND CONDITIONS

A. MANDATORY PRE-BID CONFERENCE AND SITE INSPECTION

All bidders must attend the pre-bid conference and site inspection of the proposed sites. The pre-bid conference will be held at Sewer Pump Station 77, 1800 West Bernardo Drive, San Diego, CA 92127, on Friday, April 25, 2003 at 10:00 a.m. The site inspection will be scheduled in conjunction with the pre-bid conference.

Bids will not be accepted from bidders who do not attend the mandatory pre-bid conference and site inspection, or from bidders who arrive after the pre-bid conference has started.

For further information contact Les Finch at (858) 449-1697. Allow one (1) hour for the pre-bid conference and site inspection.

B. LICENSES

The Contractor shall be licensed to perform guard services by the State of California.

Private Patrol Operators License Number (P.P.O.L.):

Name of License Holder: _____ Expiration Date: _____

City of San Diego Business License Number: _____ Expiration Date: _____

C. SUBMITTALS

1. BID SUBMITTAL

Bids must be returned in a sealed envelope to the Purchasing Division, 1200 Third Avenue, Suite 200, San Diego, CA 92101. The bid number and opening date/time must be referenced on the outside of the envelope (lower left corner).

Bids must be received by the Purchasing Reception Desk prior to bid opening at 2:30 p.m. on bid opening date. **Faxed bids will not be accepted.**

The original and one (1) copy of bid, including any attachments, shall be submitted.

2. SUBMITTALS REQUIRED WITH BID

Failure to provide the required submittals with the bid may be cause for the bid to be rejected as non-responsive.

- a. Bidder's References (as specified in Section II, paragraph L).
- b. Bidder's Statement of Subcontractors (as specified in Section II, paragraph L).

- c. Bidder's Statement of Financial Responsibility (as specified in Section II, paragraph L).
- d. Bidder's Statement of Available Equipment (as specified in Section II, paragraph L).
- e. Bidder's resume of company management and key personnel assigned to this contract. Qualifications such as (as specified in Section III, paragraph C, item 1).
- f. Procedures for minimizing personnel turnover (as specified in Section III, paragraph C, item 1).
- g. Procedures for investigating field incidents and performance issues (as specified in Section III, paragraph C, item 1).
- h. Bidder's Staffing, Payroll and Benefits Summary (as specified in Section III, paragraph C, item 1).
- i. Copy of Private Patrol Operators License (P.P.O.L.) and Branch Office Certificate – if applicable (as specified in Section III, paragraph C, item 3).
- j. Certification Survey (use form on page 34).

3. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

Failure to provide the following documentation within the time period specified may be cause for the provisional award to be voided and the bid to be rejected as non-responsive.

- a. Insurance and bond requirements as specified in Section II, paragraph H.
- b. Taxpayer Identification Number (W-9) as specified in Section II, paragraph S, if not currently on file.

4. SUBMITTALS REQUIRED PRIOR TO COMMENCEMENT OF WORK

Prior to commencing work, the following must be submitted to the Contract Administrator:

- a. Contractor Information Form (use form on page 33).
- b. Copies of permanent guard cards and background check for all personnel assigned to this contract (as specified in Section IV, paragraph A, items 2 and 3).
- c. Training Certification and Check List for Security Personnel (use form on page 35).

D. BASIS FOR AWARD

Contract will be awarded to the responsive and responsible bidder whose bid is considered to be most advantageous to the City, price and other factors considered. Factors to be considered may include, but are not limited to bidder's qualifications, experience performing work of comparable size and scope, references, staffing availability, pay and benefits of guards, training, operational requirements of the City, and other factors which are in the City's best interest.

E. AWARD CRITERIA

Evaluation will be weighted as follows:

Economic: Fifty percent (50%)

Non-Economic: Fifty percent (50%)

The City reserves the right to interview the finalists as part of the evaluation process. The interview will be conducted by the Evaluation Committee which may consist of Representatives of City Departments, the Purchasing Division, and others as the City may deem necessary.

F. CONTRACT PERIOD

The initial contract shall be for a period of two (2) years with options to renew for three (3) additional one (1) year periods.

During the initial two (2) year contract period, an increase equal to the average percentage variant for the previous twelve (12) months in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Diego area, not to exceed five percent (5%), will be granted on the first anniversary of the contract.

Total bid price shall be for one (1) year only.

G. OPTION TO RENEW

After the initial two (2) year contract period, the City may desire to exercise an option to renew the contract up to three (3) additional one (1) year periods under the terms and conditions herein stated beginning on the anniversary of the commencement of contract. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed within sixty (60) days prior to the expiration of the contract period. Either the City or the Contractor may decline to confirm the renewal of the contract for any reason whatsoever, which shall render the renewal option null and void.

The City's initial letter offering the contractor an opportunity to renew the contract does not constitute an award of the option period. Any option acceptance must be confirmed by the City, in writing, before it becomes valid.

If bidder would accept the option to renew, please indicate the maximum percentage increase to which the prices in effect at the end of the current contract year would be subject if the renewal options were exercised. _____%

Failure to complete the price increase section above will be construed to mean that prices bid will not be increased during any option period.

If an increase is requested, the Contractor must provide detailed supporting documentation to justify the requested increase. The requested increase will be evaluated by the City, and the City reserves the right to accept or reject. The City will not grant option year increases which exceed the average percentage variant for the previous twelve months in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the San Diego area as published by the Bureau of Labor Statistics, or 5.0%, whichever is less.

Would the bidder accept the option to renew, subject to the above stated conditions?

☐ YES ☐ NO

This section will not be considered in the evaluation for award.

H. INSURANCE AND BOND REQUIREMENTS

All required insurance and bonds shall be submitted to Purchasing within ten (10) days of provisional award. **Failure to provide the insurance certificates and bonds within the time frame specified by the City shall be cause for the bid to be rejected as non-responsive.** Insurance and bonds shall be maintained by the Contractor in full force and effect during the entire period of performance under contract. Failure to do so shall be cause for termination of the contract.

All policies must have a **thirty (30) day non-cancellation clause** giving the City thirty (30) days prior written notice in the event a policy is canceled.

At the end of each contract year, the City reserves the right to review insurance and bond requirements and to require more or less coverage depending upon assessment of the risk, the vendor's past experience, and the availability and affordability of increased liability insurance coverage.

Insurance coverage must be from an insurance carrier licensed in the State of California and rated "A" or better by the A.M. Best Key Rating Guide.

The following coverage is required:

- **Commercial General Liability** for a minimum of one million dollars each occurrence (\$1,000,000.00 EO). **The City of San Diego must be named as an additional insured on the certificate.**

- **Automobile Liability** for a minimum of one million dollars combined single limit (\$1,000,000.00 CSL). **The City of San Diego must be named as an additional insured on the certificate.**
- **Workers' Compensation** coverage in accordance with the laws of the State of California. **Policy must contain a Waiver of Subrogation of Rights against the City of San Diego.**
- **Crime Insurance**, including Employee Dishonest/Fidelity coverage for a minimum of twenty-five thousand dollars (\$25,000.00) per employee or one hundred thousand dollars (\$100,000.00) blanket limit. This coverage protects the Contractor against loss by the theft or mysterious disappearance of property by any of Contractor's employees or third parties while said property is in the care, custody, or control of the Contractor resulting directly or indirectly from the performance or execution of the contractor or subcontract thereunder.
- **Performance Bond** in a sum equal to twenty five percent (25%) of the Contract price, conditional for the performance of the Contract. The surety bond shall be executed by a surety company authorized to do business in the State of California, and approved by the City of San Diego. Proof of such performance bonding shall be submitted to the City of San Diego Purchasing Division prior to issuance of a purchase order.

I. PUBLIC AGENCY

It is intended that any other public agency as defined by California Government Code § 6500 shall have the option to participate in any award made as a result of this solicitation. This option shall extend for the term of the agreement with the City of San Diego, and shall be subject to the contractor's acceptance. Any participating public agency shall accept sole responsibility for the placing of orders, arranging for delivery and/or services, and making payments to the contractor. The City of San Diego will not be liable, or responsible, for any obligations, including but not limited to financial responsibility, in connection with participation by other public agencies.

J. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Contractor agrees to defend, indemnify, protect, and hold City and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to City's or Contractor's employees, agents, or officers which arise from, or are connected with, or are caused, or claimed to be caused by the acts, or omissions of Contractor and its agents, officers, or employees in performing, providing, manufacturing, or supplying the work, services, product, or equipment relating to this bid, and all expenses of investigating and defending against same; provided, however, that Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, or employees.

Notwithstanding anything herein to the contrary, the services provided under this contract will not give rise to, nor will be deemed or construed so as to confer any rights on any other party as a third party beneficiary or otherwise.

K. QUANTITIES

Hours shown on the Pricing Page(s) are estimates only. The City reserves the right to contract for more or less hours as need dictates. Successful Bidder agrees to waive any differences, whether more or less, between estimated hours and hours actually used.

L. REFERENCES/QUALIFICATIONS

Bidders are required to demonstrate successful performance for work of similar size and scope as specified in this contract during the past three (3) years. Bidders must also demonstrate that they are properly equipped to perform the work as specified in this contract.

To enable the City to evaluate the responsibility, experience, skill, and business standing of the Bidder, the following documents must be included with the bid submittal:

1. Bidder's References (use form on page 29).
2. Bidder's Statement of Subcontractors (use form on page 30).
3. Bidder's Statement of Financial Responsibility (use form on page 31).
4. Bidder's Statement of Available Equipment (use form on page 32).

M. SUSPENSION CLAUSE

Due to circumstances beyond the control of the City, such as "Acts of God" (e.g., floods, earthquakes, etc.), or abandonment of site, (e.g., through sale, easements, or transfer of ownership) it may be necessary for the City to suspend all, or a portion, of the remaining contract. The Contractor shall be notified immediately of said suspension in writing. Invoices from the Contractor to the Contract Administrator shall show the regular amount less that portion of the contract which has been suspended.

N. CONTRACT MODIFICATIONS

At any time during the contract, the City reserves the right to increase or decrease hours for sites to be maintained under the provisions of this contract at the hourly rate for security service requirements in effect at the time of such action.

The contract specifications and scope of work may only be modified by the Purchasing Agent. All modifications shall be confirmed in writing prior to implementation. Any contract modifications which are not approved by the Purchasing Agent will be considered unauthorized and shall not obligate the City to pay for said services.

O. GENERAL PROVISIONS

Except as otherwise specified herein, the City of San Diego General Provisions, dated September 12, 2001, (on file in the Office of the Purchasing Agent) are incorporated as part of this bid/proposal and any resulting contract by reference. The General Provisions are available online at www.sandiego.gov/purchasing or via request from the Purchasing Division by calling (619) 236-6000.

By signing and/or authorizing the bid submittal, the Bidder/Proposer acknowledges that they have read and understood the meaning, intent and requirements of said General Provisions; and acknowledge said General Provisions are included as a part of this bid/proposal.

In the event of any conflict between the City of San Diego General Provisions and the terms and conditions included in this bid/proposal, the terms and conditions of this bid/proposal shall prevail.

P. ADDENDA

It is the Bidders' responsibility to ensure that all addenda issued are incorporated in their bid submittal.

Failure to acknowledge and incorporate addenda will not relieve the Bidder of the responsibility to meet all terms and conditions of the specifications for price bid.

Q. EXCEPTIONS

If a Bidder/Proposer takes any exception to any part of these specifications as written, or as amended by any Addenda subsequently issued, or the General Provisions, they must do so in writing. Said exceptions must be submitted with the bid/proposal. Failure to do so will be construed as acceptance of all provisions of the specifications and General Provisions.

R. BID RESULTS

Bid results **will not** be given out over the phone. To obtain bid results, either (1) attend the bid opening or (2) provide a self-addressed stamped envelope referencing the bid number. Envelopes may be submitted with the bid, or mailed directly to the Purchasing Division. They will be kept on file until the bid opens and the extensions are verified. Bid tabulations will generally be mailed to requester within **three (3) working days** after the bid opening to review bid tabulation.

S. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

I.R.S. regulations require the City of San Diego to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City of San Diego. This information is necessary to complete Form 1099 at the end of each tax year.

In order to comply with I.R.S. regulations, the City of San Diego requires each vendor to provide a Form W-9 prior to award of contract. Failure to provide a completed Form W-9 within three (3) business days of the City's request may result in a bid being declared non-responsive and rejected.

T. AUDIT AND INSPECTION OF RECORDS

The Contractor, and any Subcontractors, shall make available upon request all records which in the opinion of the City Auditor are necessary to conduct an audit of this contract. Such records may include invoices, materials, payrolls, personnel records, and other data relating to all matters covered by this contract. The Contractor and Subcontractors shall retain such data and records for a period of not less than three (3) years following receipt of final payment. The Contractor shall make available all requested data and records at reasonable locations within the City or County of San Diego, at any time during normal business hours, and as often as the City deems necessary. If records are not made available within the City or County of San Diego, the Contractor shall pay the City's travel costs to the location where the records are maintained. Failure to make requested records available for audit by the date requested will result in immediate termination of contract.

U. ASSIGNMENT OF CONTRACT

Contractor shall not assign this contract, or any right or interest hereunder, without prior written consent of the City.

V. DRUG-FREE WORKPLACE POLICY

All City projects are subject to City of San Diego Council Policy No. 100-17, Drug-Free Workplace. This policy requires that all City construction contractors, consultants, grantees, and providers of non-professional services provide a drug-free workplace in accordance with the provisions contained therein.

The Drug-Free Workplace Policy is available online at www.sandiego.gov/purchasing or via request from the Purchasing Division by calling (619) 236-6000.

By signing and/or authorizing the bid submittal, the Bidder/Proposer acknowledges that they have read and understood the meaning, intent, and requirements of said policy; acknowledge said policy is incorporated as part of this bid/proposal; certify that they have a drug-free workplace program in place that complies with said policy; and that subcontractor agreements for this bid/proposal contain language which indicates the subcontractor's agreement to comply with this policy.

W. AMERICANS WITH DISABILITIES ACT

Every person or organization awarded a contract, lease, or grant by the City of San Diego acknowledges and agrees that they are aware of and will comply with Council Policy 100-04, adopted by Resolution No. 282153 relating to the Federally mandated Americans with Disabilities Act (ADA). Contractors and Subcontractors will be individually responsible for their own ADA program.

X. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Contractor shall also ensure that their Subcontractors comply with the City's Equal Employment Opportunity Program. Contractor agrees to be bound by the City Of San Diego Equal Opportunity Ordinance (Municipal Code Chapter II, Article 2, Division 27).

Contractor shall submit a Work Force Report or an Equal Employment Opportunity Plan, within five (5) days of being notified by the Purchasing Division.

For questions regarding the City's Equal Employment Opportunity Program, contact the Equal Opportunity Contracting Office at (619) 533-4464.

Y. NONDISCRIMINATION IN CONTRACTING

Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall also be included in construction contracts between the contractor and any subcontractors, vendors, and suppliers.

As part of its bid proposal, Bidder shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Bidder in a legal or administrative proceeding alleging that Bidder discriminated against its employees, subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

Upon the City's request, Contractor agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of names of all subcontractors, vendors, and suppliers that Contractor has used in the past five (5) years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance (Municipal Code Sections 22.3401 - 22.3417). Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the contractor up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. Contractor further understands and agrees that the procedures, remedies, and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

For questions regarding the City's Nondiscrimination in Contracting Ordinance, contact the Equal Opportunity Contracting Office at (619) 533-4464.

Z. DEFINITIONS

Where "as directed", "as required", "as permitted", "approved", "acceptance", or words of similar import are used, it shall be understood that the direction, requirement, permission, approval, or acceptance of the Contract Administrator is intended unless otherwise stated. As used herein "provide" shall be understood to mean "provide complete in place", that is, "furnish and install"; the word "site" as used hereinafter shall be understood to mean the location receiving the service. "Contract Administrator" shall be construed to mean the Deputy Director or designated City representative(s) assigned to oversee the contract. "Contractor" shall be held to mean the Successful Bidder, Bidder or Proposer awarded the contract, and/or any person employed by the Contractor working under this contract. The use of the words "shall" and "may" shall be understood to mean mandatory and permissive respectively.

III. GENERAL REQUIREMENTS

A. SCOPE OF WORK

Provide unarmed Security Guard Services, one (1) roving security guard per shift, for Sewer Pump Station 77. Services shall be provided between 2:30 p.m. and 11:30 p.m., Monday through Friday. Services shall also be provided between 7:00 a.m. and 11:30 p.m. on Saturdays and Sundays, and on City observed holidays.

City observed holidays:

New Year's Day, Martin Luther King, Jr. Day, President's Day, Cesar Chavez Day, Easter, Memorial Day, Floating Holiday, Independence Day, Labor Day, Veteran's Day, Thanksgiving, and Christmas.

B. CONTACT SITE LOCATION

The site to be maintained under the terms of this contract is:

Sewer Pump Station 77
1800 West Bernardo Drive
San Diego, CA 92127

C. CONTRACTOR RESPONSIBILITIES

1. Experience

To enable the City to evaluate the responsibility, staffing availability, procedures for minimizing personnel turnover, investigating incidents/issues, skill, company management and key personnel assigned to this contract, the following documents must be included with the bid submittal:

- a. Resume of Company Management and Key Personnel Assigned to Contract;
- b. Procedures for Minimizing Personnel Turnover;
- c. Bidder's Procedures for Investigating Field Incidents and Performance Issues;
- d. Bidder's Staffing, Payroll and Benefits Summary (use form on page 28)

2. Required Response

A company representative, authorized to discuss matters related to this contract, must be available during normal business hours between 8:00 a.m. to 5:00 p.m., Monday through Sunday.

Emergency Calls. The Contractor shall respond to emergency telephone calls within fifteen (15) minutes of the call being placed. All actions required to resolve the emergency shall be completed within four (4) hours. Emergency calls are defined as those where the Contract Administrator states an emergency exists and notifies the Contractor's office of such emergency. Failure to take appropriate corrective action for emergencies within the time frame specified will be considered a major deficiency and may be cause for termination of the contract.

Non-Emergency Calls. The Contractor shall respond to non-emergency calls or fax messages within one (1) hour. All actions required to resolve the non-emergency issue(s) or deficiencies must be completed by the next business day unless otherwise directed by the Contract Administrator. Failure to take appropriate corrective action within the time frame specified may result in deductions and/or termination of contract.

3. Licenses

To perform the work described in these specifications, the Contractor must hold a Private Patrol Operators License (P.P.O.L.) issued by the State of California. Bidders shall include with their bid a copy of this P.P.O.L. and their branch office certificate, if applicable.

If the P.P.O.L. is not registered to a legally established corporation, the P.P.O.L. must be registered in the name of the Owner/Operator of the Bidder. Owner/Operator is defined by the City of San Diego as an individual who is actively participating in the day-to-day management and operation of the firm doing business as a partnership or joint venture.

Pursuant to Section 7582 of the Private Security Services Act, the registered licensee may utilize a qualified business manager to act as the licensee's manager, if that manager has made a satisfactory showing to the Director of the State Office of Consumer Affairs that such manager meets all provisions of Section 7582 of the Private Security Services Act, including the provision that such manager has not been subject to the refusal of application for a P.P.O.L. or the revocation of a P.P.O.L. registered to the manager designated to act for the licensee. Business manager is defined by the City of San Diego as an individual residing and located in San Diego County at the time of the bid opening, and who is actively participating in the day-to-day management and operation of the firm.

If the submitted P.P.O.L. is not registered for the provision of guard service within the County of San Diego, the Bidder must hold a valid branch office certificate authorizing the conduct of business within the County of San Diego.

The Contractor must possess a City of San Diego Business License prior to award of contract.

4. Compliance With The Law

The Contractor shall comply with all applicable Federal, State of California, County and City of San Diego laws and regulations.

5. Submittal Of Invoices

Contractor shall be paid monthly in arrears, for work performed satisfactorily. By the 10th of each month, the Contractor shall submit an invoice, in duplicate, for services provided for the previous month to the Contract Administrator, at the address specified on the purchase order(s). Invoices shall clearly itemize basic service, extra service, and emergency service. Attachments to the invoice shall include a time sheet showing hours worked by each guard which clearly identifies number of hours worked per day of basic service, any extra service, non-reimbursed training hours, and non-reimbursed supervision.

6. Deductions

Deductions will be made when service is not performed. The amount deducted will be the hourly rate for each hour or part thereof for which a service is not performed by a guard. If two (2) guards fail to perform for one (1) hour or part thereof, then two (2) times the hourly rate will be deducted from the invoice. Non-performance consists of failure of guard to appear for work on time, failure of guard to complete the prescribed rounds or assigned duties, failure of guard to check each inspection station, failure of guard to take legal and appropriate action, or failure of guard to comply with any other of the specifications herein. The Contractor will be notified in writing of the deduction amount and reason.

Unauthorized use of City telephones will be considered as unsatisfactory performance of guard duties. Time spent on personal calls will be deducted from the work hours paid and may also be the basis for a request to have the guard removed from service on this contract. The cost of personal calls made by guards will be deducted from invoices submitted by the Contractor.

7. Payments Withheld

The City may withhold payment to such extent as may be necessary to protect the City from loss due to:

- a. Work required in the specifications which is defective, incomplete, or not performed.
- b. Claims filed against the City for damage caused by the Contractor's acts or omissions, or reasonable evidence indicating probable filing of such claims.

8. Contract Termination

In the event the Contractor fails to meet specifications of the Contract, at any time during the contract period, on five (5) or more occasions for minor deficiencies (e.g., guard missed an inspection station on an assigned patrol route, late to work, guard post left unattended, loss of City equipment, or failure to check people in) or only one (1) occasion of a major incident (e.g., theft, unobservant guards, allowing unauthorized people in building), the City may at its discretion, declare the Contractor in default, and terminate the contract in accordance with Section 45 of the City of San Diego General Provisions.

Two (2) or more minor instances of failure to meet specifications within a period of ten (10) consecutive days will also be cause for the City, at its discretion, to declare the Contractor in default and terminate the contract. The City will be sole judge as to the extent of the breach of the contract and as to whether any incident is a major or minor instance of failure to comply with specifications. The Contract Administrator will give, to the Contractor, written notice of each instance of failure to comply with specifications. Said notice will be mailed to the Contractor.

Excessive guard personnel changes which are not made at the request of the City, failure to pay the legal minimum wage, or failure to comply with any State, Federal, or local law will be grounds for immediate termination of the Contract. The City reserves the right to determine what constitutes excessive turnover.

IV. SECURITY SERVICES SPECIFICATIONS

A. PERSONNEL STANDARDS

The Contractor shall provide all appropriate supervision, labor, materials, and equipment necessary to perform the service described in these specifications.

1. Staffing Requirements

Level of Staffing. The Contractor shall furnish adequate personnel capable of performing all work required herein. If for some reason, any guard is late in reporting for duty for their shift, then the guard currently on duty shall remain on duty until the scheduled guard, or a replacement reports for duty. The Contractor shall be responsible for all overtime expenses associated with this procedure.

The Contractor shall also maintain a sufficient number of trained staff to cover vacations, illness, and emergency leave for guards assigned to this contract.

Field Supervision. The Contractor shall provide field supervision to include personal inspection of guard on post at random times, sufficient to ensure job performance and adherence to personnel standards, but in any case, not less than one (1) time per an eight (8) hour period. Duty guard will note in a log book when the field supervisor arrives and departs. Field supervisor will be provided at the sole expense of Contractor. The field supervisors hours must be included on documents submitted with invoices and be identified as “non-reimbursed supervision.”

The field supervisor assigned to this contract will have monthly meetings with the City Contract Administrator. The field supervisor will be responsible for notifying company management of all issues raised at these meetings and for furnishing the City’s Contract Administrator with recommendations to resolve any issues or notifying him of steps taken to rectify any problems. Notification of the field supervisor, by the Contract Administrator, or designee, of performance deficiencies serves as sufficient notice to the Contractor of contract non-compliance.

Physical Ability To Perform Work. It is highly recommended that the contractor employ personnel physically capable of walking over uneven ground to patrol area. Most shifts, unless otherwise specified, will be nine (9) hours, including one (1) hour unpaid meal break (not to leave Sewer Pump Station 77) and two (2) paid fifteen (15) minute breaks.

Removal Of Employee. The Contract Administrator may require the Contractor to remove from the work site any guard(s) deemed unobservant, consistent tardiness, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City of San Diego.

Guards will also be temporarily removed in the event a sexual harassment complaint is filed against them. If allegations are determined to be unfounded following a complete investigation by Contractor and the City, the guard removed may return to work on a City contract. However, if the allegations are determined to be founded, the guard will be considered permanently barred from work on any City contract.

2. Credentials

All guards must have permanent guard cards issued by the State of California. Temporary or provisional cards are not acceptable. Copies of Guard Cards must be presented to the Contract Administrator at least two (2) working days prior to the guard's inclusion in the work schedule.

3. Background Check

Prior to assignment to any City facility, the Contractor will provide evidence, acceptable to the City, that each guard to be assigned to a City facility, has successfully passed a five (5) year background check and has not been convicted of any felony. Said background check will be nationwide. Additionally, guards must pass a drug test. Results of a drug test shall be submitted to Contract Administrator upon request.

4. Appearance

Guard personnel shall work in neat and clean uniforms. Guards shall wear, at all times, including while being trained, a uniform and badges which are fully compliant with Division 3, Chapter 11.5 Private Security Services, Article 3, Section 7582.26. Guards shall wear, at all times, a photo I.D. and a name tag.

The Contractor and his/her employees shall conduct themselves in a proper and efficient manner at all times and shall minimize inconvenience to the public or City staff.

Guards shall present a vigorous, alert and well-groomed appearance, and shall be courteous at all times. Guards shall not be hesitant in performing their duties, or in taking appropriate legal action to halt bodily assaults, battery, or damage/theft to City property. Guards shall exhibit good professional judgment and will uphold high professional standards in the performance of their duties.

Guards may wear religious or identification type necklaces as long as they are not visible when worn with an open collar shirt. Earrings are acceptable but shall be plain, stud-type, and no more than 1/4 inch across. Bracelets, other than medical identification types, are not to be worn. Rings should be kept to a minimum.

5. Training

Guard personnel shall be trained in safety, fire prevention, and proper procedures for dealing with emergencies such as fire, earthquake, riot, etc. Guards shall be trained in apprehension and restraint techniques and in detention procedures, and shall be capable of forcibly escorting persons from the contract site as directed. Additionally, guards shall be trained in the use of radios, cellular telephones, and pagers.

The Contractor is responsible for training new guards assigned to the facilities listed herein the contract. Guards shall receive a minimum of two (2) hours of on-the-job training. Training shall be performed by someone other than the guard on duty. All training shall be provided at the sole expense of the Contractor. The Contractor will be required to provide certification that guard personnel have received all appropriate training. This certification must be submitted to the Contract Administrator prior to the commencement of the contract. Use form on page 37.

The Contract Administrator reserves the right to interview all guards prior to being assigned to contract, and to accept or reject them.

6. Communication Skills

The Contractor shall ensure that guard personnel can communicate in English both verbally and in writing. Guard personnel shall be capable of completing in English legible written forms and shall be capable of understanding oral and/or written instructions in English, and of passing those instructions onto their succeeding relief personnel. Guard personnel shall be capable of operating radio, pagers, and telephone equipment.

7. Shifts

No guard will be scheduled for, or work, a shift longer than twelve (12) hours, nor work more than twelve (12) hours in any twenty-four (24) hour period, unless required to do so due to emergency conditions. In such cases the prior approval of the Contract Administrator is required. Lack of sufficient staff to furnish relief guards is not considered an emergency.

8. Overtime

The City will only be responsible for overtime in the event authorized City Personnel request the guard to work overtime. Overtime will be billed at one and a-half (1½) times the hourly bill rate as specified in the pricing section of this document and must be reflected in documents submitted with invoices, where the hours will be identified as "Authorized Overtime." Overtime is defined as any time beyond an eight (8) hour workday.

9. Court Appearance

If, as a result of action taken by guard personnel performing service under the terms of this contract, a security guard must make a court appearance or appearances on behalf of the City, the City will pay the Contractor the hourly bill rate, as specified on the pricing page of this document, for the amount of time spent in court by the guard, plus one-half ($\frac{1}{2}$) hour travel time each way. Hours must be reflected on documents submitted with invoices, where the hours will be identified as "Court Appearance." If Court appearances result in guards working more than forty (40) hours per week, then overtime of one and a-half ($1\frac{1}{2}$) the hourly bill rate will be paid by the City.

10. Patrols

Guards on roving patrols at a specific facility, or stationary posts will report to the Contract Administrator, or their designee, prior to assuming their duties and prior to securing the post at the end of their duty tour, unless otherwise specified in post or standing orders.

The City may, at its discretion, direct guards to vary their patrol routes, within the area to be patrolled.

11. Post Orders

The Contractor must assist the City Contract Administrator develop and implement comprehensive post orders within 120 days upon award of contract. General standing orders and post orders, as agreed by the City and the Contractor shall be considered as part of this contract. The post orders, may be revised in writing, and shall be agreed to by both parties prior to implementation.

12. Compliance With Specifications

Guard personnel shall comply with specific instructions contained in these specifications and post orders. All changes will be made in writing.

B. MATERIAL AND EQUIPMENT

1. Standard Equipment

The Contractor shall provide the following:

- a. A minimum of three (3) uniforms, including shirts, jacket, and trousers, or uniform allowance. Laundry service or allowance will also be provided to clean uniforms. Additionally, one (1) set of rain gear will be provided.
- b. Communication devices. A pager and either a two-way radio or a mobile (cellular) phone, to communicate with the company's office.

- c. A heavy duty, police type, water resistant, multi-cell flashlight.
- d. Notebooks for writing details and appropriate reporting forms.

All materials and equipment will be maintained in good working condition. In the event any equipment fails to function, the Contractor will arrange for immediate replacement, including the vehicle. The Contractor will be responsible for supplying batteries for all equipment.

The City shall provide the following:

The City will provide an area for writing reports, to charge telephone or radio batteries, and a locker for storage of rain gear, and all necessary keys. The Contractor will be responsible for paying for repairs to City equipment, for damage which is not a result of normal wear and tear. In the event that City furnished equipment does not work, the guard is to note this in the log book, and notify the Contract Administrator the next business day. Said notification may be made either by telephone or fax.

Keys - All keys are the property of the City and will be returned upon completion of the contract. These keys will not be duplicated, except by the City locksmith, and any loss will be reported immediately to the Contract Administrator. The City will provide the Contractor with an extra set of keys to be kept in their main office. If a guard loses or breaks their keys between 5:00 p.m. and 8:00 a.m. hours Monday through Friday or at any time on weekends and holidays, then the Contractor will be responsible for bringing an extra set of keys to the guard on duty. Guards will turn over broken keys to the Contract Administrator the following business day.

C. DAILY REPORT

The Contractor will submit a daily activity report to the Contract Administrator. The Daily Activity Report will include:

1. Names of all security guards on a site, including supervisors. Time shifts started, switched, and ended. Times of supervisor field inspections.
2. Names of all individuals contacted, including City employees and non-City employees.
3. Detailed descriptions of suspicious activities including times, locations, and pertinent details.

4. Any contact made with police, either directly or through Contractor's offices.
5. Any problems with City provided equipment, such as radios and pagers; the Contractor shall provide replacement equipment.

Contractor shall advise the City as to any recommended changes or updates required of standing orders.

D. WEEKLY REPORT

The Field Supervisor will submit a weekly written report to the Contract Administrator on security and crime incidents occurring at the facilities. Any such incidents will also be noted in the Daily Log. The weekly reports shall be submitted to the Contract Administrator. The reports will include:

1. Weekly summary of all activity during past seven (7) day period.
2. Names of all security personnel on the site during the week.
3. Field Supervisor inspections.
4. Odometer readings of guard vehicle used during report period.
5. A weekly summary of inspection at each site.

Contractor shall advise the City as to any recommended changes or updates required of standing orders.

E. EXTRA SERVICE

The Contractor may be required to provide extra guards upon request for special duties. Extra service will be defined as any work requiring additional personnel that is requested twenty-four (24) hours or more in advance of the time that the extra service is to begin. Extra service shall be invoiced at the hourly rate as specified on the pricing page of this document. Extra hours must be reflected in documents submitted with monthly invoices where the hours will be identified as "Extra Service." All extra service must be authorized in writing by the Contract Administrator.

F. EMERGENCY SERVICE

1. Emergency service will be defined as any work requested by the City requiring additional personnel that is requested less than twenty-four (24) hours in advance of the time that the emergency service is to begin.

2. Emergency service will be invoiced to the City at no more than one and one half (1½) times the hourly bill rate as specified on the pricing page of this document. Emergency hours will not be billed for any shift beginning twenty-four (24) or more hours after the request is made by the City regardless of the relationship of the extra service to the emergency. Emergency hours must be reflected in documents submitted with monthly invoices where the hours will be identified as “Emergency Service.”

V. SPECIFICATIONS UNIQUE TO THIS CONTRACT

A. SECURITY GUARD SERVICES AT SEWER PUMP STATION 77

1. Basic Duties

The following duties shall be performed as part of the work schedule:

- a. Security guard shall report for duty at 2:30 p.m. on weekdays and 7:00 a.m. on weekends and holidays. Upon arrival, the security guard shall check-in at key station No. 1 (guard shack). These duties shall be completed no later than fifteen (15) minutes after start of shift or the guard shall be considered late.
- b. Security guard shall report to the on-duty Facility Manager for any special instructions when arriving on post.
- c. Promptly at 3:00 p.m. the security guard shall close the front entrance gate and it is to remain closed until 7:00 a.m. the next business day. The guard shall make the regular patrol rounds, returning to the front gate every hour on the hour. All persons entering Sewer Pump Station 77 after 3:00 p.m. on weekdays and 7:00 a.m. on weekends and holidays require authorization and identification. All incoming vehicles shall be recorded in the security guard's log as entering. A list of authorized vehicles having access will be provided. This will be noted in the guard's report. (The front gate must be locked at all times between 3:00 p.m. to 11:00 p.m. on weekdays and 7:00 a.m. to 11:00 p.m. on weekends and holidays if the security guard is not stationed at the gate.)
- d. Security guards shall observe and record all activity which occurs at the Pump Station during the closed hours.
- e. Security guards shall protect the Pump Station against theft of equipment or property owned by or leased to the City of San Diego, unauthorized or illegal entry, malicious mischief, loss or damage to persons and property from fire or explosion, and/or other criminal activity by persons on the landfill property.
- f. In the event of emergency, security guard shall contact the Police Department. The security guard will also be provided a list of emergency telephone numbers in the case of less serious incidents, water leaks, electrical problems, etc.
- g. Security guard shall be required to clock-in at a minimum of five (5) patrol stations per hour, spending approximately 6-8 minutes at each station. The sequence shall be alternated. Reasons for a missed key shall be documented in guard's log. Key station locations will include, but are not limited to all operations trailers, equipment staging areas, and front gate.
- h. Patrols shall be completed regardless of weather conditions.

- i. Sewer Pump Station 77 Facility Manager may, at his/her discretion, direct security guards to vary their patrol routes within the Pump Station. It is the responsibility of the Contractor to ascertain the boundaries of the Pump Station prior to submitting their bid.
- j. Security guard shall check all doors and windows to confirm they are secure.
- k. Under no circumstances shall the security guard leave Sewer Pump Station 77 without proper relief.
- l. At 11:30 p.m. the security guard shall turn in his/her daily activity report.
- m. Security guards shall comply with the specific instructions contained in these specifications and with post orders; security guards shall adhere to all changes made in these instructions and in post orders.
- n. The City may add, in writing, additional Basic Duties, if necessary.

B. PATROL SYSTEM

The Contractor must provide, at their own cost, a patrol recording system acceptable to the City, with at least five (5) check points.

BIDDER'S STAFFING, PAYROLL, AND BENEFITS SUMMARY

STAFFING:

Total Number of Guards on Company Payroll:

Number of Guards (including subcontractors) who will be servicing this contract:

- _____ Number of part-time Guards
- _____ Number of full-time Guards
- _____ Number of Supervisors
- _____ Number of Guards available for coverage during absence, vacation, etc.

PAY SCALES:

Complete the following table. Information provided should be for employees (including subcontractors) who will be servicing this contract.

POSITION	CURRENT SALARY (HOURLY)	STARTING SALARY FOR THIS POSITION (HOURLY)	MAXIMUM SALARY POSSIBLE FOR THIS POSITION (HOURLY)
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

BENEFITS:

Please check any of the following boxes that apply to benefits provided to guards (including subcontractors) who will be servicing this contract. In the parenthesis, indicate whether the benefits apply to part-time (P), full-time (F), Supervisors and Management (S), Subcontractors (C), or all (A) employees. If using the (A) designation, benefits must apply to the employees of your company as well as any subcontractors you are using. More than one (1) designation may be used.

	Employer Paid	Employee Paid	Employer/Employee Co-Pay
Medical Plan	()	()	()
Dental/Vision Plan	()	()	()
Vacation	()	()	()
Retirement	()	()	()
401K	()	()	()
Sick Leave	()	()	()
Paid Holidays	()	()	()
Paid Uniforms	()	()	()
Other (describe)	()	()	()

BIDDER'S REFERENCES

The bidder is **required** to provide a minimum of three (3) references where work of a similar size and nature was performed within the past three (3) years. This will enable the City of San Diego to judge the responsibility, experience, skill, and business standing of the bidder.

REFERENCES

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar Value of Contract: \$ _____ Contract Dates: _____

Requirements of Contract: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar Value of Contract: \$ _____ Contract Dates: _____

Requirements of Contract: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar Value of Contract: \$ _____ Contract Dates: _____

Requirements of Contract: _____

BIDDER'S STATEMENT OF SUBCONTRACTORS

The bidder is **required** to state below all subcontractors to be used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Failure to provide details of subcontractors may be grounds for rejection of bid. **NOTE:** Add additional pages if necessary.

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar amount of sub-contract: \$ _____

Contractor's License #: _____

What portion of work will be assigned to this subcontractor: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar amount of sub-contract: \$ _____

Contractor's License #: _____

What portion of work will be assigned to this subcontractor: _____

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar amount of sub-contract: \$ _____

Contractor's License #: _____

What portion of work will be assigned to this subcontractor: _____

BIDDER'S STATEMENT OF FINANCIAL RESPONSIBILITY

The bidder is required to furnish below a statement of financial responsibility, except when the bidder has previously completed contracts with the City of San Diego covering work of similar scope.

I, _____, certify that my company, _____, has sufficient operating capital and/or financial reserves to properly fund the services identified in these contract specifications for a minimum of two (2) full months. I agree that upon notification of provisional award, I will promptly provide a copy of my company's most recent balance sheet, or other necessary financial statements, as supporting documentation for this statement, if requested. I understand that this balance sheet, as well as any other required financial records, will remain confidential information to the extent allowed under the California Public Records Act.

I certify under penalty of perjury under the laws of the State of California that the information contained in this statement is true and correct.

Dated: _____ Signature: _____

BIDDER'S STATEMENT OF AVAILABLE EQUIPMENT

The bidder is **required** to list all necessary equipment to complete the work as specified. The bidder shall state below the motive and other equipment which bidder has or will have available to perform the work under this contract prior to the commencement of the contract. The City of San Diego reserves the right to reject any bid when, in its opinion; the bidder has not demonstrated they will be properly equipped to perform the work in an efficient, effective manner for the duration of the contract period. In instances where required equipment is not presently owned, the bidder shall explain how the equipment will be made available prior to commencement of work.

NOTE: Add additional pages if necessary.

Equipment:

Equipment Description: _____

Owned ☐ **Rented** ☐ **Other** ☐ (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

=====

Equipment Description: _____

Owned ☐ **Rented** ☐ **Other** ☐ (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

=====

Equipment Description: _____

Owned ☐ **Rented** ☐ **Other** ☐ (explain below)

If Owned, Quantity Available: _____

Year, Make & Model: _____

Explanation: _____

=====

CONTRACTOR INFORMATION FORM

CONTRACTOR: _____

BID NUMBER: _____

CONTRACT TITLE: _____

CONTACT PERSON: 7:00 a.m. to 3:30 p.m. _____

PHONE NUMBER: One (1) Hour Response or Less _____

FAX NUMBER: _____

PAGER NUMBER: _____

CELL PHONE NUMBER: _____

EMERGENCY NUMBER: _____
(For non working hours including weekends and holidays) _____

NAME OF FIELD SUPERVISOR: _____
(Capable of discussing all aspects of the contract)

NAME OF GUARDS ASSIGNED TO JOB SITE: _____ GUARD CARD NO.: _____

NUMBER OF EMPLOYEES ASSIGNED TO JOB SITE: _____

PRINT NAME: _____

SIGNATURE: _____ / /2003

THIS FORM MUST BE CURRENT AT ALL TIMES. REPORT ANY CHANGES IN
WRITING TO THE CONTRACT ADMINISTRATOR.

Certification Survey

For Small, Ethnically and Culturally Diverse,
Woman, Disadvantaged, Disabled Veteran, Or Other Businesses

All Contractors are required to complete this form and return it with their bid package.

Company Name: _____

Mailing Address: _____

Telephone No.: (_____) _____

E-Mail Address: _____

1. Contractor's company is **currently** certified as small, ethnically and culturally diverse, woman, disadvantaged, disabled veteran, or other business? ☐ Yes ☐ No

Certification Number/Agency: _____

2. Contractor's company has applied for certification? ☐ Yes ☐ No

If yes, which agency? _____

3. Contractor's company is an independently owned business? ☐ Yes ☐ No

4. Contractor's company is 51% or more owned by a socially, economically, disadvantaged individual*? ☐ Yes ☐ No

5. SIC Code: _____

6. Number of Employees: _____

7. Annual Gross Receipts (three year average): _____

8. This is not an application for certification. If you would like to receive an application for certification, please check box: ☐

I certify that this information is correct: _____

Authorized Signature

(Date)

* Black Americans, Native Americans, Hispanic Americans, Asian-Pacific Americans, Subcontinent Asian Americans, Women, any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA) at such time as the SBA designation becomes effective.

TRAINING CERTIFICATION AND CHECK LIST FOR SECURITY PERSONNEL

Company's Name: _____

Guard's Name: _____ Badge/ID#: _____

Copy of Guard Card Attached _____ Certification of Background Check Attached _____

Facility to Which Assigned: _____

Date of Assignment: _____

Date of On-Site Training: _____

On-Site Training Provided by: _____

I certify that the employees named below have received the following training and have been provided the necessary safety equipment, uniforms, and communication devices, in accordance with the specifications.

	<u>Yes</u>	<u>No</u>	<u>Date</u>
1. Safety and Fire Prevention Training	_____	_____	_____
2. Apprehension and Restraint Training	_____	_____	_____
3. Detention Training	_____	_____	_____
4. Employee(s) has been trained in safety and emergency procedures.	_____	_____	_____
5. Employee(s) has been trained in the use of radios, cellular phones, and pagers.	_____	_____	_____
6. Employee(s) has been furnished with appropriate uniform, and badge.	_____	_____	_____

Signature: _____ Date: _____
(Authorized Company Representative)

Name: _____ Title: _____
(Printed)